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## The Solicitors' Journal

and Weekly Reporter.

LONDON, SEPTEMBER 26, 1908.

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## Current Topics.

### The Vacation Sittings.

THERE WERE not many more cases before the Vacation Judge on Wednesday than last week, and, as usual, little of general interest. Our reporters aver that there has seldom been a vacation in which so few reportable cases have arisen.

### The Land Transfer Question.

WE HAVE, twice over, called attention in detail to the new scheme whereby the Land Registry, apparently shrinking from defending their present system, seek to foist on the public a set of new rules, apparently *ultra vires*, revolutionizing that system and imposing grave liabilities and increased fees on the owners of landed property. Not a word has yet appeared as to the steps proposed to be taken by the Council of the Law Society, either as to those rules or as to the Royal Commission on the working of the present system, which is to meet next month. It is to be hoped that at the Birmingham meeting we may obtain some satisfactory information as to the proposed action and attitude of the Council.

### Amending Acts.

THE PLAN adopted in the Friendly Societies Act, 1908, of directing future copies of the amended Acts to be printed with the amendments inserted in them (see our issue of the 19th of September, p. 773) has, says a correspondent, already been adopted, in an extended but simpler form, by some of the overseas dominions. In Victoria, for instance, it has been found necessary to make corrections in a number of consolidated Acts, and the amendments are made by means of a schedule and the two following sections (see Statute Law Revision Act, 1893, ss. 2, 3): "The Acts mentioned in the schedule to this Act, to the extent to which the same are in and by the said schedule expressed to be amended, are hereby amended accordingly, and the said Acts shall be read and construed accordingly. Such amendments shall be deemed to have been made from the time of the commencement of the said Acts, and every copy of any of the said Acts printed after the commencement of this Act by the Government printer for Victoria shall be printed with the additions, omissions, insertions, and substitutions required by this Act." The Acts Interpretation Act, 1890 (Victoria), also contains the following enactment in section 22: "Where it is intended to amend or repeal any portion only of a section of an Act, it shall be necessary either to recite such portion or to set forth the matter or thing intended to be amended or repealed."

### Plans on Deeds.

"THERE ARE, perhaps, few things," say the editors of a standard book of precedents, "in which more carelessness is to be met with in proportion to their importance than the preparation of plans," and certainly those who have to examine deeds must often have remarked on the difference as regards neatness and care shewn in the preparation of the plans placed on them. Sometimes they are admirably workmanlike and careful, and

this does not necessarily mean that they are the work of a trained land surveyor—we have seen plans on deeds prepared by a solicitor's engrossing clerk which would bear comparison with the best efforts of a surveyor. More frequently, however, they have an "amateurish" look, and are deficient in neatness, particularly as to figures and words. Sometimes their preparation would almost appear to have been entrusted to the office boy, presumably enticed to the task by the delight of handling a box of colours. You fancy you see where the young gentleman's brush has absorbed too much water and made a pink pool in one part of the plan; where in another part he has gone over the boundary and smeared off the encroaching colour, and where in another part the pink and green colours applied close to each other have run into each other. We think it is worthy of consideration whether colouring by a verge line is not likely to be more accurate and satisfactory than the system of covering an area with colour. But what we desire specially to call attention to is the importance of marking on the plan the points of the compass, and placing the North at the top of the plan, or at all events making sure that the points are correctly given. This may seem to be obvious, but it is not very unusual to find the points either omitted or wrongly stated. The fanciful ornamentation of the points indulged in by surveyors no doubt requires an education to accomplish, and the non-professional preparer or copier of plans sometimes shirks the task of reproducing the ornamentation by omitting altogether the points of the compass. It seems to us that whenever the North is not placed at the top of the plan, it would be useful to give the points of the compass in red ink and extend the South point right through the plan.

#### The Receipt of a Non-proving Executor.

THERE SEEMS to be some doubt on the authorities as to the effect of a receipt for a debt due to the testator's estate given by an executor before he has taken out probate. Lord Chief Justice HOLT laid it down in *Wankford v. Wankford* (1 Salk., at pp. 306, 307) that an executor "is before probate entitled to receive all debts due to the testator, and all payments made to him are good, and shall not be defeated though he dies and never proves the will," and this passage from his judgment was cited with approval by NORTH, J., in *Re Stevens* (1897, 1 Ch., at p. 429), and is generally stated in the books as the law. Lord HARDWICKE also in *Wills v. Rich* (2 Atk. 285) said that "notwithstanding a will is not proved, the executor, in the eye of the law, is considered as having some authority; for even before probate he may so far act as to get in and receive his testator's estate." These statements are clear and satisfactory. But to them Lord ST. LEONARDS in *Stuart v. Burrows* (Drury, at p. 274) and SHADWELL, V.C., in *Brazier v. Hudson* (8 Sim. 67) add a qualification which is not to be found in the above-mentioned authorities—namely, that the acts of the executor before probate are valid *provided the will is ultimately proved*. "The convenience of mankind requires," said the Vice-Chancellor in the last-mentioned case, "that all the acts of an executor that would be valid if probate had been taken [out] should be considered as valid if the will is ever afterwards proved." The last-mentioned authorities, however, related to the right to assign leaseholds, of which, of course, probate is the only legal evidence. Do they relate also to the case of an executor who, before probate, receives a sum due by a debtor to the testator's estate? If so, the debtor only gets a valid receipt in case the will should subsequently be proved—a state of things which is not in accordance with "the convenience of mankind," since the debtor cannot make sure that the will will ever be proved.

#### Is Double Probate Necessary?

TAKE, AGAIN, the case of probate of a will by one only of two executors, power being reserved for the other to come in and prove. Supposing the proving executor dies, and after his death the other executor, without proving the will, receives and gives a receipt for a debt due to the testator's estate, and dies without proving the will, is the receipt good? According to Lord ST. LEONARDS it is. In *Cummins v. Cummins*

3 Jo. & Lat., at p. 92) he carefully considered the question, and came to the conclusion that, one executor having proved, the probate operates as a probate to all, "to the extent that the survivor, though he has not joined in obtaining probate, continues the executor without further probate. . . . If the surviving executor do not renounce, the property must continue in him; and if he do an act referring to his character as executor, he cannot afterwards renounce. Why should a new proof of the will be made? Probate to one is, in his lifetime, sufficient evidence of title in all. Where, then, is the necessity for any further proof that they are all executors? . . . The law does not compel the survivor to administer the estate of the testator; but if he acts in the administration of the estate, why should not the probate already granted be sufficient evidence of his title." And he concludes that "though an executor, on being cited, may prove the will a second time—and he cannot do a more solemn act to shew his desire to act in the administration of the assets, and consequently it is a reasonable and proper act to be done—yet in point of law, upon the authorities, and upon principle, I think that probate to one executor enures to every purpose for which probate is necessary." The practical result, if the qualification suggested by Lord ST. LEONARDS and SHADWELL, V.C., applies to all acts of an executor before probate, appears to be that probate, when taken out, relates back to and validates the receipt of the executor given before probate, and that probate by one executor operates forward to and validates the receipt of the other non-proving executor.

#### Vesting Orders of Leaseholds in Bankruptcy.

THE QUESTION as to the terms on which, upon a disclaimer of a lease by a trustee in bankruptcy, a mortgagee by subdemise is entitled to a vesting order of the property was raised in an interesting form in *Re Holmes, Ex parte Close* (ante, p. 728). The landlord, CLOSE, had let a plot of ground to the bankrupt for 999 years at a rent of £150 a year, and the bankrupt had covenanted to erect twelve houses on it at a cost of £10,000 in twelve months. The bankrupt divided the land into five plots, and built altogether ten houses on four of them. These four plots respectively he mortgaged by subdemise to four different mortgagees, and, as between himself and the mortgagees, he apportioned £116 of the ground-rent to these plots, leaving £34 to be borne by the fifth plot. This fifth plot he did not build on or deal with in any way. On the trustee in bankruptcy disclaiming the lease, the mortgagees appointed one ASHWORTH to represent their interests, and he applied to have the entire premises, including the fifth plot, vested in him. The landlord had declined to apportion the rent, and for the mortgagees it was contended that, unless they got control of the fifth plot, the four mortgaged plots would be liable for the entire rent of £150. The landlord claimed to have the fifth plot vested in himself. The rights of the parties upon such an application depend on section 55 (6) of the Bankruptcy Act, 1883. The court may, on application by any person, either claiming an interest in any disclaimed property, or under any liability in respect of it, vest the property in "any person entitled thereto, or to whom it may seem just that the same should be delivered by way of compensation for such liability as aforesaid, or a trustee for him, and on such terms as the court thinks just"; but the property is to be vested subject to the bankrupt's liabilities. Under these circumstances it seems to have been a very reasonable scheme that the mortgagees, since their plots were liable for the entire rent, should take the entire land, and the interposition of a trustee was a natural way of enabling them to do this. The Divisional Court (BIGHAM and JELF, JJ.) accordingly affirmed the order of the judge of the York County Court allowing the application.

#### The Alteration of a Memorandum of Association.

THE CONSIDERED judgment of EVE, J., in *Re Jewish Colonial Trust (Limited)* (1908, 2 Ch. 287) contains a very careful examination of the considerations which should influence the court in deciding upon an application to alter a memorandum of association under the Companies (Memorandum of Association) Act, 1890. That Act provides that a company may by special resolution alter the objects of its memorandum, provided it obtains the sanction of the court, and provided that the alteration is



required for some one or more of the purposes specified in section 5. These include the restriction or abandonment of any of the original objects of the memorandum. Previously to this there had been statutes—namely, the Companies Acts, 1867 and 1877—which enabled a company, with the sanction of the court, to alter its memorandum of association by reducing its capital, and section 11 of the Act of 1867 required that the creditors should either consent or be discharged, and empowered the court to confirm the reduction on such terms and subject to such conditions as it should think fit. These provisions, as EVE, J., pointed out in the present case, are reproduced in the Act of 1890. That Act, indeed, also directs the court to have regard to the rights and interests of members, or of any class of members, as well as of the creditors. But this, the learned judge considered, is no more than is implied in the Acts of 1867 and 1877 in regard to a reduction of capital, and hence the authorities on those Acts—in particular *British, etc., Finance Corporation v. Couper* (1894, A. C. 399) and *Poole v. National Bank of China* (1907, A. C. 229)—are relevant to the Act of 1890. From these it appears that the court is not bound to refuse its sanction because some shareholders oppose, or because shareholders are not treated uniformly. The question for the court to consider is whether the scheme will work unjustly or inequitably. In the present case of *Re Jewish Colonial Trust (Limited)* it was desired to alter the objects of the memorandum by restricting the area of operations to Palestine and other neighbouring countries in the East; but the shareholders were numerous and scattered all over the world, and though the special resolution had been passed by the necessary majority, a comparatively small proportion of the shareholders had expressed their views. Moreover, the operations of the company were already in fact being restricted in the manner desired, so that no immediate change would result from allowing the alteration, while on the other hand, if it was allowed, the opportunity of working in the future on broader lines would be lost. Under the circumstances—seeing that to sanction the alterations would be of little use to those who advocated them, and would inflict an unfair restraint, and possibly an injustice on those who were opposed—the learned judge dismissed the petition.

#### Investment in Chief Rents.

CAN TRUSTEES who are empowered by the trust instrument to invest in real estate lawfully invest in chief rents? As is well known, in Lancashire and elsewhere, a common mode of conveyance of freehold land sold for building purposes is to grant the land to B. and his heirs, to the use that A., his heirs and assigns, may receive out of the land conveyed a yearly rent-charge, with powers of distress and entry (now implied under section 44 of the Conveyancing Act, 1881), and subject thereto to the use of B., his heirs and assigns for ever. And a power of re-entry on default in payment of the rent-charge is frequently given; we presume properly restricted with regard to the rule against perpetuities. Chief rents are certainly real estate, but if the trust instrument is a will, does it follow that a power to invest in real estate authorizes investment in the peculiar real estate constituted by chief rents? Mortgages of turnpike tolls and toll-houses are mortgages of real estate (*Robinson v. Robinson*, 1 De G. M. & G., at p. 262), but they are not "mortgages on real security" within those words contained in a will: *Cavendish v. Cavendish* (30 Ch. D. 227). The testator means, said BRETT, M.R., in that case, to use the words in their ordinary sense; "he means what ordinary people would call mortgages on real and leasehold property, and the word 'security' has just the same effect as 'property.'" If this mode of interpretation is to be adopted, it would seem that a power contained in a will to invest trust moneys in real estate authorizes investment only in property of the description ordinarily understood as real estate—that is, lands or houses of freehold or customary tenure. There appears, however, to be a considerable similarity in substance between a chief rent, with the power of re-entry above-mentioned, and a freehold ground-rent, and in *Re Peyton's Settlement Trust* (L. R. 7 Eq. 463) a power to invest money in the purchase of "lands or hereditaments of a clear and indefeasible estate of inheritance in fee simple in possession" was held to

justify the purchase of freehold ground-rents, but no reason for the decision was given by the learned judge. And in *Vickory v. Evans* (3 New Rep. 286) a power to invest "upon the security of freehold or copyhold hereditaments" was held to authorize an investment by way of mortgage on freehold ground-rents secured on houses; and in this case the reason given by the judge was that "the value of the houses was really included in [the security], as the landlord might enter if the ground-rent were not paid." We have not discovered any reported decision on the question with which we started, but we are inclined to think that a power of investment in the terms first mentioned above would authorize investment in chief rents. We state this opinion, however, with diffidence; the question must surely have frequently arisen in Lancashire, and some of our readers in that county may be able to tell us whether it has come before the courts, and in what way it has been decided.

#### Mortgagees and Fire Insurance.

THE QUESTION of the right of a mortgagee to insure the property mortgaged to him, or his interest in the property, against fire has been raised directly in very few cases. The right of a mortgagee to so insure is often stated in text-books without reference to or citation of any authority, but the bare statement of this general proposition does not carry one very far. For instance, must the mortgage be a legal mortgage, or can an equitable mortgagee insure? and again, does the mortgagee insure the property itself as a physical object, or his interest in the property? With respect to a mortgagee having an insurable interest of some kind, Lord HALSBURY (when Lord Chancellor) treated "the suggestion" that a mortgagee "had not an insurable interest in the property of his debtor" as an "error of law": *Westminster Fire Office v. Glasgow Provident Investment Society* (1888, 13 A. C., at p. 709). The Conveyancing and Law of Property Act, 1881 (ss. 19, 23), assumes that a mortgagee has an insurable interest, and "mortgage" in the Act includes an equitable mortgage. The possible distinction between a legal and an equitable mortgagee's rights is referred to, but only incidentally, by BOWEN, L.J., in *Castellain v. Preston* (1883, 11 Q. B. D., at p. 398): "If he has the legal ownership, he is entitled to insure for the whole value, but even supposing he is not entitled to the legal ownership, he is entitled to insure *primâ facie* for all." With respect to the meaning of "insured property," it was said by JESSEL, M.R., that in the policy before him "property," as used in several of the clauses, meant "not the actual chattel, but the interest of the assured therein": *North British and Mercantile Insurance Co. v. London, Liverpool and Globe Insurance Co.* (5 Ch. D., at p. 577). English authority on this subject being thus scanty, colonial cases are the more valuable. Two Australian cases may be referred to as dealing with the points above mentioned. In 1884 *Johnson v. Union Fire Insurance Co.* was decided by the Supreme Court of Victoria, in a court of three judges (10 V. L. R. L. 154). The property in this case was a steam-engine or earth excavator worth about £800 and insured for £600 by the plaintiff, who had lent the owner £400 under a mere verbal agreement that the chattel should be his security for the amount lent. It was held that the plaintiff, though only an equitable mortgagee, was entitled to recover under the policy, and was, moreover, entitled to recover the whole £600 on the ground that he had intended to insure for the benefit of the owner (his mortgagor) as well as himself. The other Australian case is one recently decided by the High Court of Australia: *Western Australian Bank v. Royal Insurance Co.* (1908, 5 Com. L. R. 533). The appellant bank were equitable mortgagees by deposit of certain land and buildings, and the buildings were insured in the mortgagees' name with the respondent insurance company. In the first place, it was held that the appellants (although only equitable mortgagees by deposit) had an insurable interest, and the observation of BOWEN, L.J., in *Castellain v. Preston* (*supra*) was referred to. In the next place, it was held that "the property hereby insured" meant, in the policy and as between the appellants and respondents, the interest of the mortgagees in the property, and not the property as a physical object. It had been contended

that the owners, having effected other policies on the same buildings, and no notice of these further insurances having been given to the insurance company, the latter were entitled to treat the mortgagees as having broken a condition of the policy by which notice of other insurances over "the property hereby insured" had to be given. The court, however, held that the condition had not been broken, and gave the meaning already stated to the words quoted, and the observations of JESSEL, M.R., in *North British and Mercantile Insurance Co. v. London, Liverpool and Globe Insurance Co.* (*supra*) were also referred to.

## Restraint of Trade.

QUESTIONS of degree are, of all questions, the most difficult to determine. Take, for instance, the question, which so often arises, What is reasonable? Nothing can be more difficult, where facts are complicated and evidence conflicting, than to decide under the circumstances what is fair and reasonable. The difficulty is due in great measure to the vagueness and altogether undefinable meaning of the word. As many men as many minds, and there is no reason whatever in a difficult case why a judge of first instance and the Court of Appeal should take the same view of what is reasonable. It is to a great extent simply a matter of first impression. Moreover, the difficulty is accentuated by the fact that what is reasonable is just and what is just is law, or ought to be, and ultimately will be. It follows that when a judge is called upon to decide what is reasonable he is called upon at the same time to decide what is the law without any other guide or assistance than his natural sense of fair play and justice, which, as we have seen, is a very uncertain quantity. When, therefore, the House of Lords or the Court of Appeal lay down the law on the principle that the test whether a transaction is valid or not is whether it is reasonable or not, we are inclined to think, with all due respect to our appellate tribunals, that they avoid if they do not evade, and shrink from if they do not shelve, some difficult questions upon which we are greatly in need of enlightenment.

Now, all this applies, and applies with special force, to questions arising with regard to restraint of trade, the latest instance of which is to be found in the case of *Sir W. C. Leng & Co. v. Andrews* (reported *ante*, p. 714). In that case the defendant joined the staff of the *Sheffield Telegraph* as a junior reporter, and he agreed that he would not, after leaving the plaintiffs' service, either on his own account or in co-partnership with any other person, be connected as proprietor, employee, or otherwise with any newspaper business carried on in Sheffield or within a radius of twenty miles. The defendant remained in the plaintiffs' service for a little over a year, when his engagement was duly terminated, and shortly afterwards he became a reporter on the *Sheffield Independent*. This the plaintiffs alleged was a breach of the agreement. The defendant contended that the agreement was void as being in restraint of trade. But EVE, J., held that it was not an unreasonable restriction to prevent the defendant from imparting information acquired in the plaintiffs' service to their next-door rival.

We forbear to express any opinion as to the correctness of the decision, partly because, as we have already said, it is impossible to say what is reasonable and partly because the case will shortly come before the Court of Appeal. In the old days every restraint was bad as being contrary to public policy, but exception after exception has whittled away the old maxim until the exception is now the rule, and every restraint is now good which is not unreasonable. Public policy, "the unruly steed," which BURROUGH, J., said "once you got astride of you never knew where it would take you," has been judicially and judiciously left alone of late years, and has become a mere stalking horse, which no one will regret, for no one will deny that CAVE, J., was right when he said it is "a branch of the law which certainly should not be extended, as judges are more to be trusted as interpreters of the law than as expounders of what is called public policy."

What is wanted is a clear exposition of what the guiding principle should be. It is not enough to say that a restraint

is legal when it is reasonable. That leaves the real question untouched. It may be difficult to lay down anything more definite, but it ought not to be beyond the resources of the bench. It seems to us that the test is, not so much whether the restraint is reasonable, as whether damage results to the employer from an unfair use of knowledge gained in his service. Opinions may differ as to what is reasonable, but damage is damage, and can be assessed in plain figures.

## The Old Age Pensions Act.

### I.

THE Old Age Pensions Act, 1908, constitutes in appearance a short and simple piece of legislation, but this can hardly be taken as an indication of its probable effect in actual administration. The scheme of old age pensions, though it has been before the public for a considerable time, is an entire novelty in practice, and the questions to which it will give rise are likely to be numerous, and in not a few cases difficult. Some of these, doubtless, will have to be cleared up by further legislation, but at present those who are charged with carrying out the scheme will have for their guidance only the text of the Act itself, and the regulations which have been issued by the Treasury, in conjunction with the Local Government Board and the Postmaster-General, under section 10 of the Act.

The right to the pension under the Act depends (1) upon the claimant fulfilling the statutory conditions, and (2) upon his not falling under any of the statutory disqualifications. The statutory conditions are stated in section 2, and refer to age, nationality, residence, and means. The claimant must have attained the age of seventy; he must satisfy the pension authorities that, for at least twenty years up to the date of the receipt of any sum on account of a pension, he has been a British subject, and has had his residence, as defined by regulations under the Act, in the United Kingdom; and that his yearly means as calculated under the Act do not exceed £31 10s. The disqualifications, as defined by section 3, refer to receipt of poor relief, habitual idleness, lunacy, conviction, and inebriety. As to poor relief, the disqualification is expressed in two ways, one absolutely, the other by way of experiment. The receipt of poor relief is, during its continuance, to be an absolute disqualification; that is, poor relief and an old age pension cannot be received concurrently. But there is also the question whether such relief is to be a bar to any future old age pension at all, and as to this the statute is tentative. The period from the 1st of January, 1908, to the 31st of December, 1910, is taken as an experimental period, and receipt of poor relief during any part of this period is a disqualification for an old age pension during the remainder of the period, unless Parliament otherwise determines. So that, as the Act at present stands, the receipt of poor relief at any time after the 1st of January, 1908, is a disqualification until the 31st of December, 1910, although the receipt of poor relief may be discontinued before that date. Certain forms of poor relief, however, are excluded from this disqualification. Disqualification may also arise from habitual failure to work; from detention as a lunatic; from conviction resulting in imprisonment; and from liability to detention as an inebriate.

It will be necessary, therefore, to inquire, in the case of every claimant, as to age, nationality, residence, and means, so as to ascertain that the conditions necessary to support the claim exist; and then that the claimant is under no disqualification. These inquiries will be made in the first instance by the pension officer, but the ultimate determination of the claim rests with the local pension committee, or, on appeal, with the Local Government Board, and under rule 26 of the regulations these authorities may have regard to any such evidence or information as is in their opinion sufficient for the purpose, and is the best evidence or information which it is reasonably possible to obtain. Hence there will be no hard-and-fast rules as to the evidence which claimants must produce, whether as to age or otherwise. As to age, the second schedule to the regulations suggests various documents in lieu of certificate of birth—namely, certificate of



baptism, of service in any of the forces of the Crown, of membership in a friendly society, &c., or of marriage; but any other evidence which may appear sufficient is to be accepted. In general, probably, there will be little difficulty in determining the existence of the conditions as to nationality and residence (see the second schedule just referred to), though where the claimant has been abroad for a time the question of residence in the United Kingdom will have to be considered, and this is defined by rule 29 as "actual presence in the United Kingdom, interrupted otherwise than by temporary absences"; and "temporary absence" is also defined.

But there are likely to be many cases in which the question of yearly means will raise difficulty. As already stated, to entitle a claimant to a pension at all, his yearly means must not exceed £31 10s., but the schedule gives a graduated scale of pensions according as the yearly means vary from £21, which allows the full pension of 5s. a week, to £28 17s. 6d., which sum and other sums up to £31 10s. allow 1s. a week. In calculating the yearly means account is to be taken of (a) the income which the pensioner may reasonably expect to receive during the succeeding year in cash, excluding the old age pension itself, and the sum actually received during the preceding year will be *prima facie* taken as the amount for the succeeding year; (b) the yearly value of any advantage accruing to the claimant from the personal use or enjoyment of any property belonging to him; (c) the yearly income which would accrue from property of the claimant if invested or profitably used by him; and (d) the yearly value of any benefit or privilege enjoyed by the claimant. It is provided by sub-section 2 that in calculating the means of married couples, the means of each shall not in any case be taken to be less than half the total means. Apparently the result will be that in a case where the husband's yearly means are £40 and the wife's £10, the husband will receive no pension, but the wife's yearly means will be treated as £25, so that she will have a pension of 3s. a week.

The first question as to yearly means, then, will be the amount which the claimant expects to receive in the succeeding year in cash, and *prima facie* this is to be taken as the income actually received in the preceding year: section 4 (1) (a). The income will frequently consist, in part, at any rate, of earnings, either regular or casual; but there will be numerous cases where the claimant is in receipt of a regular income by way of annuity or otherwise, and this, of course, must be included in calculating the yearly means. The case which was put by correspondents in a recent letter (*ante*, p. 705) shews how this inclusion of annuities may sometimes make a testator's bounty superfluous. The bequest of an annuity to an old servant or employee will be of use only to the Treasury so far as it makes the yearly means of the recipient exceed £21, and if the annuity is intended to be (say) £10, the actual amount should be made to vary, if necessary, from year to year; that is, the will should direct payment in each year of such a sum as, when added to the amount of the yearly means of the annuitant as calculated (without the annuity) for the purpose of the Old Age Pensions Act, will make such yearly means up to £21. In this way annuitants who have, apart from the annuity and the old age pension, less than £21 a year will benefit as much as is possible both under the testator's will and under the Act. Under the remaining paragraphs of section 4 (1) the yearly means may be increased by the personal use of property, such as the occupation of a house belonging to the claimant; by the possession of uninvested property which is capable of investment or profitable use; and by the yearly value of any benefit or privilege enjoyed by the claimant. Under this last head will fall the value of the occupation of rooms in an almshouse. Voluntary gifts in cash, if they have any element of regularity, will have to be taken into account; but in many cases such gifts will doubtless be discontinued where they would exclude or diminish an old age pension, and the money will be diverted to other purposes.

The disqualification by receipt of poor relief will probably operate hardly in a good many cases, especially where the receipt has occurred since the 1st of January, 1908, so that, as above stated, it will operate till the end of 1910 as an absolute disqualification and not as a disqualification only during the continuance of

the receipt. This operation of the Act is likely to lead to discussion in Parliament. The question of what constitutes poor relief for the purposes of the Act will have to be considered in connection with the exceptions specified in section 3 (1)—medical or surgical assistance, &c.—but in general it is apprehended that it will be taken to include parochial relief only—that is, relief given or ordered under the Poor Law Amendment Act, 1834, and the phrase is less comprehensive than the relief which disqualifies for the Parliamentary franchise. This is defined as "parochial relief or other alms which by the law of Parliament now disqualify from voting in the election of members to serve in Parliament": Reform Act, 1832, s. 36. The latter part of the description refers to charitable alms which interfere with the independence of the recipient: *Harrison v. Carter* (2 C. P. D. 26); see *Cowen v. Town Clerk of Kingston-upon-Hull* (1897, 1 Q. B. 273). But for the purpose of old age pensions it is only parochial relief which will disqualify. Charitable relief will not have this effect, though, as already stated, the alms must be brought into account in calculating the yearly means.

The foregoing survey of the Act deals only with the right to receive an old age pension. The administration of the Act raises questions of a different character, and these we must reserve for another article.

(To be continued.)

## Reviews.

### The Law of Tender.

THE LAW OF TENDER. By GEORGE LUCAS BEYNON HARRIS, Barrister-at-Law. Butterworth & Co.

The law of tender is of considerable importance, mainly in regard to the incidence of costs, and Mr. Harris has performed a useful task in collecting into one volume the authorities which bear upon different aspects of the matter. He has omitted, so far as we can see, to refer to *Harmer v. Priestley* (16 Beav. 569), which is a leading authority for the proposition that a mortgagee refuses at the risk of subsequent costs an unconditional tender by the mortgagor of the sum due; and in places the style of the work is hardly compatible with the simplicity and clearness which should characterize a legal text-book. But there is no doubt that the author has devoted very much patience and ingenuity to investigating the numerous cases in which the question of the effect of a tender has arisen, and the practitioner who is faced with one of the many technicalities in which this branch of the law is involved will find the book very serviceable. Perhaps the most important of recent cases on the subject is *Greenwood v. Sutcliffe* (1892, 1 Ch. 1), to which Mr. Harris several times refers, and in which Bowen, L.J., distinguished between a tender made upon condition and a tender under protest. "A conditional tender is not an effectual tender in law, but a tender under protest is quite right. A man has a right to tender money reserving all his rights, and such a tender is good, provided he does not seek to impose conditions." The points relating to the mode and amount of tender are very well explained and illustrated by authorities, and there are useful chapters on the practice in the High Court and in the county court on bringing money into court in support of a plea of tender.

### Books of the Week.

A Digest of the Law of England with Reference to the Conflict of Laws. By A. V. DICKY, K.C., Hon. D.C.L. Second Edition. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Cardinal Rules of Legal Interpretation. Collected and Arranged by EDWARD BEAL, B.A., Barrister-at-Law. Second Edition. Stevens & Sons (Limited).

The Laws of Insurance, Fire, Life, Accident, and Guarantee. Embodying Cases in the English, Scotch, Irish, American, Australian and Canadian Courts. By JAMES BIGGS PORTER, assisted by WILLIAM FEILDEN CROATES, M.A., Barrister-at-Law. Fifth Edition. Stevens & Haynes.

Introduction to the Study of the Law of the Constitution. By A. V. DICKY, K.C., Hon. D.C.L. Seventh Edition. Macmillan & Co. (Limited).

A Lawyer's Manual of Book-keeping, explaining the Cardinal Principles of Book-keeping by Double Entry and their Application to the Books of Account of Traders, Limited Companies and Solicitors. By H. HUGHES-ON-SLOW, Master of the Supreme Court. Second Edition. Butterworth & Co.

## Correspondence.

## The Late Mr. Arthur Burrows.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The incorrect statement (to which you allude in the current number of the SOLICITORS' JOURNAL) that the late Mr. Burrows held a watching brief in the Tichborne trial probably owes its origin to the fact that he gave evidence for the Crown at the trial at bar of Arthur Orton for perjury.

In 1852 Mr. Burrows drew a will for Roger Charles Tichborne, who, before the final instructions were given, attended personally at one or two conferences at Mr. Burrows' chambers. The draft will and other papers, with notes made by Roger Charles Tichborne and Mr. Burrows himself, were produced in court and identified by Mr. Burrows. He described R. C. Tichborne as "a slim young man who impressed him at the time by his knowledge of the details of the settlement of the Tichborne and Doughty estates." Mr. Burrows's evidence was corroborated in several material points by the evidence of the late Mr. Bush, Q.C., who had been one of his pupils in 1852.

W. A. PECK.

9, Old-square, Lincoln's-inn, Sept. 21.

CASES OF THE WEEK.  
Before the Vacation Judge.

PETTITT v. BELL. 23rd Sept.

PRACTICE—MOTION FOR COMMITTAL—SERVICE OF ORDER—PRODUCTION OF ORIGINAL.

This was a motion made on behalf of Brandon Thomas and Charles Henry Pettitt against W. G. Bell, to commit the defendant for having disobeyed an order of the court. It was alleged that contrary to an order dated the 30th of April, 1907, the defendant announced for representation at Hawkhurst, Kent, the dramatic piece or play known as "Charley's Aunt." It was alleged that the title, scenes and incidents were copied or imitated, or colourably altered, from the title, scenes, or incidents of the well known "Charley's Aunt" during the subsistence of the exclusive right of representation or performance thereof. Counsel for the plaintiffs pointed out that on a former occasion the defendant produced this play on divers occasions, and had to pay £60 damages. The affidavits were quite sufficient to shew that the order had been disobeyed, the play at Hawkhurst being substantially the same as the original "Charley's Aunt." [COLERIDGE, J.—I have read the affidavits.] The only question which arises is as to the service of the order. We cannot shew that the original was actually produced to the defendant. By an affidavit of Mr. Newton, it is stated that on Friday, the 8th of November, 1907, the deponent served the defendant with the order by leaving the same with the defendant at the Assembly Rooms, Andover, in the county of Hants. At the time of service he had in his left hand within the view of the defendant a duplicate of the original order, duly passed and entered, but he did not call the defendant's attention to the duplicate. The copy of the order served was endorsed with the following words: "If you the within-named W. G. Bell neglect to obey this order you will be liable to process of execution for the purpose of compelling you to obey the same order." It is submitted that production of the original is not necessary. Reference was made to *United Telephone Co. v. Dale* (25 Ch. D. 778), where it was held that if the order has been passed and entered the person affected will not escape the consequences of a breach of the injunction on the ground that the order has not been served upon him, unless there is something to shew that the party obtaining the injunction did not intend to enforce it. Counsel also mentioned *Jay v. Budd* (1898, 1 Q. B., at p. 18). [COLERIDGE, J.—In cases of attachment personal service is necessary and the original must be produced.] That is so. But it is different with an order for committal. Again, in the case of a writ, the original writ must be produced, but that is not necessary here. It is submitted that the defendant may be committed for non-compliance with the order. [COLERIDGE, J.—Ord. 67, r. 1, provides that except in the case of an order for attachment it shall not be necessary to the regular service of an order that the original be shewn if an office copy of it be exhibited.] That is attachment. This is committal. It is submitted that the case is covered by *United Telephone Co. v. Dale* (*supra*), which has been followed in *Re Tuck* (1906, 1 Ch. 692). The defendant has been in court this morning. [COLERIDGE, J.—I must be satisfied that the defendant had reason to believe that the injunction would be enforced to-day.] The defendant wrote a letter offering terms subsequent to the service of the order, which shewed that he knew of its contents. We also rely upon the notice endorsed on the order.

COLERIDGE, J., in giving judgment, said: I make the order, with costs, subject to production of an affidavit of service. The order will lie in the office for a fortnight.—COUNSEL, *Bramwell Davis, K.C.*, and *Barrett Lennard*. SOLICITORS, *Chubb & Pettitt*.

[Reported by W. VALENTINE BAIL, Barrister-at-Law.]

## Court of Criminal Appeal.

REX v. KEY. Lord Alverstone, C.J., Ridley and Darling, JJ.  
18th Sept.

POST OFFICE PROTECTION ACT, 1884—SENDING INDECENT ARTICLES THROUGH POST—OFFENCE BY MANAGER—LIABILITY OF EMPLOYER—EVIDENCE FOR JURY.

This was an appeal by Harry Key from a conviction at the Birmingham Assizes. It appeared that the appellant had been tried before Darling, J., on an indictment preferred against him under the Post Office Protection Act, 1884 (47 & 48 Vict. c. 76), s. 4. He had been found guilty and had been sentenced to twelve months' imprisonment without hard labour. The section of the Act in question provides, *inter alia*, that "(1) A person shall not send or attempt to send a postal packet which either . . . (b) encloses any indecent or obscene print, painting, photograph, lithograph, engraving, book, or card, or any indecent or obscene article, whether similar to the above or not. . . . (2) Any person who acts in contravention of this section shall be guilty of a misdemeanour, and shall be liable, on summary conviction, to a fine not exceeding ten pounds, and on conviction on indictment to imprisonment with or without hard labour for a period not exceeding twelve months." The facts were briefly these: The appellant, in company with three of his brothers, had long carried on business at Birmingham which mostly consisted of the supply of surgical instruments. They had also supplied rubber articles the use of which might be much abused. The business was still in existence in June, 1908, a man named Dennis being the manager. In response to a circular, a police officer made application for certain rubber goods of a comparatively harmless but not altogether decent character. He sent a postal order for 4s., and the goods were forwarded in a packet by post on the 20th of June, together with a circular referring to other goods of a grossly indecent character. The police officer then ordered some of the second class of article, which were supplied through the post. The charge was based upon the transmission of these two packets through the post. The case for the appellant was that the articles in question were sent out by Dennis, the manager, without his knowledge or authority. As far as the articles in the first package were concerned, the appellant admitted that Dennis had authority to send out the ordinary rubber goods, but had no authority to send out the obnoxious circular or the goods referred to therein. [DARLING, J.—I recall the facts. The case for the defence was that these grossly indecent goods and circulars were from old stock which ought to have been destroyed or sent away.] Counsel contended that Dennis' authority was to carry on the business in the ordinary way. [RIDLEY, J.—Even if the appellant had been absent altogether he might have been responsible.] Although the appellant gave evidence, he did not supply the deficiencies of the prosecution. There was no evidence to identify him with the receipt of the money, which Dennis admitted receiving and appropriating. It is significant that the words "cause to have posted" are not used in this Act. In *R. v. Holbrook* (3 Q. B. D. 60) a libel was published without the defendant's authority, consent or knowledge, and it was said to be a question for the jury whether the publication arose from any want of due care or caution on their part. Here there was care and caution, as express orders had been given not to sell this old stock. He also referred to *Greenwood v. Backhouse* (86 L. T. 566). [RIDLEY, J.—Your argument amounts to this, that so long as a man does not do these things personally he is not liable.] It is also submitted that there was no evidence before the jury that the articles in the second packet were indecent; they were simply handed to the jury. Finally, it is urged that the sentence was too heavy. In awarding punishment under this Act it should not be forgotten that the measure was intended merely to protect the Post Office, not the public. Twelve months' imprisonment was too severe for a man suffering from heart disease, while the fact that it was without hard labour meant that he had twenty-three hours' solitary confinement out of the twenty-four.

Lord ALVERSTONE, C.J., in giving judgment, said that the case had been argued by Mr. Vachell with great ability. He had put forward certain propositions with regard to the law applicable to the case. It by no means followed that because a servant was found guilty of a criminal offence that the master was responsible. With that view of the law their lordships all agreed. It was in the application of principles to the facts of this particular case that the difficulty arose. It was not alleged that the appellant had himself sent the indecent matter; but it was not denied that it came from his place of business, and that it was sent off by the manager who had been left in charge of his business. On the first day, that was the 20th of June, when the packet containing the indecent pamphlet was sent away, the appellant was at Derby; on the second day, when the indecent articles were sent, he was at Leeds. It was not denied that these articles were grossly indecent. They clearly came out of the stock on the premises, and the conditions were ordinary trade conditions, the manager doing what, in ordinary conditions, a manager would do. To have been acquitted the appellant would have had to satisfy the jury that there was no authority, express or implied, and that he had no knowledge. The learned judge had been asked to stop the case at the close of the case for the prosecution. In their lordships' view he had very properly refused to do this. He was bound to tell counsel for the defendant that there was evidence to go before the jury. The appellant had himself given evidence. He had said that he had no idea that these articles were sent out and that he had not received any money for them. Dennis, the appellant's manager, had also given evidence, and had stated that he sent them out contrary to authority, and had appropriated



the money received for them. That was an extraordinary story. With regard to the grossly indecent articles actually on the premises, the defendant had said that these were part of an old stock which was awaiting destruction or return to the makers. It seemed to their lordships that the jury disbelieved this account. With regard to the indecent circular which had been sent out, it was sought to be established on the part of the defence that this was one individual circular which happened to be on the premises. It was difficult to imagine why, if this was the only circular, Dennis should have happened to put it in the packet. It had been contended that evidence could not be manufactured out of mere negative statements; but, as he had already pointed out, there was evidence fit for a jury against the appellant when the prosecution was closed, and there was nothing in the other evidence to weaken the inferences which the jury were to draw. He wished to say, with regard to the articles sent in the first packet, that the court said nothing as to whether these were indecent or not. As to the appeal made by Mr. Vachell against the sentence of twelve months without hard labour, it was necessary to remember that this Act had been passed to prevent the machinery of the Post Office being used for purposes such as this. The conviction and sentence would therefore stand.—COUNSEL, *Vachell, K.C., and Maddocks; Hurst, Solicitors, Hall, Wright & Co., Birmingham; Ernest Hill, Birmingham.*

[Reported by W. VALENTINE BALE, Barrister-at-Law.]

## Societies.

### The Law Society.

The Council of the Law Society have settled the following course of procedure to be adopted at the thirty-third provincial meeting, to be held on Wednesday and Thursday, September 30 and October 1, 1908, in the Council Chamber, Birmingham. Mr. James S. Beale, president.

WEDNESDAY, SEPTEMBER 30, 1908, at 11 a.m., in the Council Chamber, Birmingham.—The proceedings will commence with the President's Address, after which the following papers will be read:—"The Accounts of Executors and Trustees," P. W. Chandler, London; "Some Notes on the Trades Marks Act, 1905," M. J. Riley, Manchester; "An Experiment in Legal Education for Country Articled Clerks," E. Bentham Stevens, Brighton; "Young Practitioners and Magisterial Courts," T. Holmes Gore, Bristol; "Solicitors and the Protection of Clients; and Compulsory Membership of the Law Society," J. Indermaur, London; "The Solicitor in the Making," J. Moore Bayley, jun., Birmingham.

THURSDAY, OCTOBER 1, 1908, at 11 a.m., in the Council Chamber, Birmingham.—"The Liability of Employers for Accidents to Employees," Sir John Gray Hill, Liverpool; "Land Transfer Reform," J. S. Rubinstein, London; "Our Jury System," J. W. Martin, Reading; "Insurable Interest," H. Kingsley Wood, London; "Professional Problems," J. W. Reid, London; "The Foreshore," J. W. F. Jacques, Burnham, Somerset.

The President may make such alteration in the order of the papers as he may think convenient.

## The Scottish Law Agents on Precautions against Fraud.

At the annual meeting in Glasgow, on the 22nd inst., of the Incorporated Scottish Law Agents, the president, Mr. Daniel M. M. Milligan, said, according to the *Scotman*, that one subject which had received the anxious consideration of the Council during the past year was the auditing of trust accounts. That was a matter which deserved the most careful consideration of the profession. Unfortunately there had been some serious cases of dishonesty of late, which had involved heavy loss to innocent people, and brought discredit to the profession. He wished to urge upon them that reasonable and practical steps should be taken to prevent the recurrence of such cases. He did not overlook the fact that the number of those cases was very small in comparison with the number of the profession, but he unhesitatingly asserted that the conduct of the profession as a whole was regulated by as high a sense of honour and integrity as that of any other section of the community, and that the exceptions were perhaps even fewer, notwithstanding the fact that the profession was surrounded by temptations of a number and magnitude of which the public knew nothing, or at least very little. He recognised that no precautions could prevail against dishonesty, but it was not deliberate dishonesty they had to fear so much as that weakness which yielded to strong temptation. Anything that could be done to reduce that temptation was of the greatest importance. Clients themselves had a duty in regard to this matter of which they could not be too strongly reminded—the duty of periodically examining the securities in the hands of their solicitor. Every honourable solicitor was only too glad that such examination should be made. Many of the fraudulent cases that had occurred might have been prevented by such a simple precaution. He strongly recommended every solicitor when he was rendering his annual account to a client or a trust to specially invite an examination of the securities in his possession. This matter was of peculiar importance in view of the passing of the Public Trustee Bill for England, and the danger of similar legislation being applied to Scotland unless they could satisfy

Parliament and the public that trust and executory funds were administered in such a way as to render such legislation unnecessary. He suggested that in the interests of the profession some action was necessary—say, by a simple amendment of the Trust Act providing for an annual audit of trust accounts. The high ideals of the profession, he continued, would be best promoted by joint action. This subject had engaged the attention of the Council more than any other during the past year, and a Bill had been prepared which would be submitted at a special meeting later. They trusted that when the Bill was submitted it would meet with cordial approval, and that the most strenuous efforts of the society would be put forth so that it might be passed into law during the present year.—Dr. Murray subsequently read a paper on the subject, in which he said that the real check upon dishonest practice was to elevate the standard of professional conduct. Good bookkeeping was just as necessary in legal as in commercial offices. It was not sufficient to have an annual balance. Slackness in keeping accounts might lead a man astray, and one of the commonest reasons for embezzlement was that the books had not been written up. The writing up of books ought to be an essential part of one's business. Where a man did not keep his books up to date, he should be held guilty of unprofessional conduct and of moral wrong. He held also that trustees were slow to recognise their duty, and beneficiaries even grudged sometimes the expense of having an annual meeting of trustees, so that affairs were allowed to drift. The more familiar trustees were with the affairs of their trust the easier was it to carry on the trust satisfactorily. He suggested that the auditing of trust accounts should be done by a law agent, and not by an accountant, who could not understand the legal aspect of the accounts. Far too little attention, he said, was paid by lawyers to the duty of keeping accounts, and the present system of training law apprentices was singularly ineffective in this respect. There should be special classes for bookkeeping and accounts in every important centre, and until a candidate had produced a certificate that he had attended these classes for a certain period, or had been trained in the commercial department of a law office, he should not be admitted to the profession.—Eventually the matter was remitted to the Council.

## Legal News.

### Changes in Partnerships.

#### Dissolutions.

HENRY ISAACS COBURN, FRANCIS COBURN, LEWIS JOSEPH LEVI, and SAMUEL NUNES CARVALHO, solicitors (Coburn & Co.), 54, Leadenhall-street, London, and 109, Victoria-street, Westminster. Sept. 3. [*Gazette*, Sept. 18.]

### General.

It is announced that Mr. William Campbell, K.C., Dean of the Faculty of Advocates, has been appointed one of the Senators of the College of Justice in Scotland, in the place of Lord Stormonth Darling, resigned. Mr. Campbell is, says the *Times*, the eldest son of the late Mr. Robert Campbell, of Skerrington, Ayrshire, and was born in 1855. He became a member of the Faculty of Advocates in 1878 and was made a K.C. in 1898. He married, in 1880, the second daughter of the late Mr. Patrick Fraser, who was one of the Senators of the College of Justice with the title of Lord Fraser.

A largely attended meeting of Westmorland county magistrates, including Lord Hothfield, Lord Lieutenant of the county, Lord Lonsdale, and Lord Brougham and Vaux, was, says the *Times*, held at the Shire Hall, Appleby, on Saturday, to consider the appointment of a successor to Mr. Montague Crackanthorpe, K.C., as chairman of the Westmorland Court of Quarter Sessions. Mr. Crackanthorpe has held the position fifteen years and has resigned. Colonel Markham, vice-chairman of quarter sessions, presided. It was unanimously agreed to recommend the appointment of Lord Lonsdale as chairman.

On getting to his chambers at the courts, says the Paris correspondent of the *Daily Telegraph*, a Paris judge was handed this note:—"Monsieur the Judge,—In the belief that a judge can form an accurate opinion only of matters of which he has had personal experience, we think that it will interest you to be exactly acquainted with the facts of a case similar to many which are tried by you every day. We accordingly have the honour to inform you that we have had much pleasure in burgling your flat to-day." "This," said the learned judge, "is obviously a joke." But he found that it was not when he got home.

The practice of typewriting wills was, says the *American Green Bag*, recently condemned by the surrogate of King's County, because of the ease of alteration. In the *New York Law Journal* a correspondent suggested that the following simple precautions would obviate these objections: (1) Have the testator sign at bottom of each page; (2) Have the typewriting free of erasures or interlineations, with all blank space ruled off; (3) Recite in the intestimonium clause the facts; (4) that the will is contained on so many sheets of paper; (5) That the testator has subscribed his name at the bottom of each sheet thereof, and "to this, the last sheet thereof, he has hereto subscribed his name," &c. A still simpler precaution, and one which will prove most efficacious, is to make a letter-press copy of the original typewritten sheets. After the sheets have once been wet and dried they are at least as difficult to alter as handwriting.

Proposals are to be made, says the *Evening Standard*, by the British Government to the Powers whose delegates will take part in the forthcoming International Congress at the Foreign Office on Naval Law, that the date of meeting should be altered from October 1 to December 1. The object of the conference is to discuss the propriety of establishing a code of laws for the regulation of naval warfare.

The Speaker, in acknowledging the honour of the freedom of Carlisle conferred upon him on Tuesday, referred to a suggestion made by a local councillor that the title of "Speaker" was a misnomer, inasmuch as the Speaker was practically the only member of the House of Commons who did not speak. The term "Speaker," said Mr. Lowther, was not a misnomer. When the office was created 500 years ago the Speaker was the prolocutor—the man who had to lay before the Throne and the country the views of the House of Commons. To have to sum up the views of the House in this way at the present day would, however, puzzle the Speaker.

Judge Wilmot has had, says the *Evening Standard*, to decide the point, raised for the first time, whether a son can claim compensation from his father for injuries received in employment. The case was heard at Yarmouth. It is provided by the Act that claims shall not be brought against an employer by members of his family living in his house. In this case the applicant, who had been married eleven years, was living in a house owned by his father, but next door to his father's residence. It was argued that the case came within the exception, but Judge Wilmot held that, as the son's domestic establishment was quite separate from his father's, he was entitled to bring his action.

From the report of the Commissioners of Prisons and the Directors of Convict Prisons, which has just been issued, it appears that the diminution of juvenile crime strictly so-called—i.e., offences by persons under 16 years of age—continues; the numbers of those between 12 years and under 16 during the last eleven years, from 1897, having fallen from 1,630 to 566, or by nearly two-thirds. The reports received of the working of the Borstal system, both "full" and "modified," for the year under report are described by the Commissioners as extremely satisfactory. The Borstal Association report that they have received 189 lads on release during the year, of whom 96 are known, and 29 believed, to be doing well, or 125 in all. Fourteen were lost sight of, 23 unsatisfactory, and 27 re-convicted. Of this number, no fewer than 151 had an average of four previous convictions. The association in their report express the opinion, with which the Commissioners agree, that but for any change which the Borstal training may have made in them, and for the after-care expended in each case, most of these cases would appear to have travelled beyond recall along the road to ruin; but they go on to state that, encouraging as these figures are, they believe they will be passed when the system is further developed.

The following are the arrangements made for hearing probate and divorce cases during the ensuing Michaelmas sittings:—The causes set down for trial will be taken in Court I., and causes in the day's list in that Court will be transferred and taken in Court II. when Admiralty cases are not being heard. Undeferred matrimonial causes will be taken in Courts I. and II. on Monday, October 12, and on the Tuesday, Wednesday, Thursday, and Friday following. Causes postponed when in the day's list will form a supplemental list. Special jury causes will be taken on and after Tuesday, October 20. Probate and defended matrimonial causes for hearing before the Court itself will be taken after the special juries. If the undefended list of causes is finished before the time appointed for special juries, some of the defended causes will be taken. Common jury causes will be taken on and after Wednesday, December 2. A Divisional Court will sit on November 3 and December 1. Motions will be heard in Court at two o'clock on Monday, October 12, and on each succeeding Monday during the sittings, and summonses before the Judge will be heard at 10.30 on Saturday, October 17, and on each succeeding Saturday during the sittings. Summonses before the Registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the sittings at 11.30.

This week's programme of the Inter-Parliamentary Congress at Berlin comprised, says the *Evening Standard*, the examination of the question of the establishment of a permanent international court of arbitration, and of various proposals concerning arbitration and obligatory arbitration. The conference adopted a resolution, introduced by the Inter-Parliamentary Council, recommending that the draft of an arbitration treaty, which was accepted by the majority of the States at the Hague Conference in 1907 and was founded on the model treaty adopted at the Inter-Parliamentary Conference in London in 1906, should be taken as a point of departure in future negotiations between the Powers for a general understanding regarding obligatory arbitration. The conference also passed a resolution expressing the wish that all States should insert in arbitration treaties an obligatory arbitration clause. The last subject discussed was the immunity of private property at sea in war-time. The German group presented a resolution expressing the wish that the third Hague Conference should establish, as a principle, the conclusion of an international agreement, by which only arms, ammunition, and other necessities of war, but not the ship herself on which the contraband is found or other material, shall be regarded as contraband and destroyed. The agreement should further provide that private property should be immune, and that open harbours should never be blockaded. The conference adopted the resolution after some discussion, and then adjourned.

## The Property Mart.

Forthcoming Auction Sales.

Oct. 1.—**MOORE, H. E. FOSTER & CHAMFIELD**, at the Mart, at 2: Reversions and Life Interests (see advertisement, back page, this week).  
Oct. 6.—**MR. F. E. WIDOWSON**, at the Mart, at 2: Freeholds and Leaseholds (see advertisement, back page, this week).

## Winding-up Notices.

*London Gazette*.—FRIDAY, SEPT. 19.  
JOINT STOCK COMPANIES.

**ARLETON COLLIERY CO., LIMITED**—Creditors are required, on or before Oct 7, to send their names and addresses, and the particulars of their debts or claims, to James Haslop, 18, Grainger at West, Newcastle on Tyne. Chapman, Whitehaven, solor for the liquidator

**BARNBY LEATHER MANUFACTURING CO., LIMITED**—Creditors are required, on or before Oct 9, to send their names and addresses, and the particulars of their debts or claims, to Lewis Hardy, 8, Breans bldgs, Chancery Ln, liquidator

**D. WILKINSON & CO., LIMITED**—Creditors are required, on or before Oct 10, to send their names and addresses, and the particulars of their debts or claims, to Thos. Thomas, 24, Queen st, Cardiff. Forsdike, solors for liquidator

**ESPIRITO SANTO AND CARAVILLAS RAILWAY CO., LIMITED**—Creditors are required, on or before Nov 16, to send their names and addresses, and the particulars of their debts or claims, to William Sandford Poole and Theophilus Palmer Gwain, 8, Princes at Biscoff & Co, Great Winchester st, solors for liquidators

**LE TOUQUET SOCIETE DE GOLF, LIMITED**—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to C C Baker, 1, Gresham bldgs, Basinghall st

**LOMBARD STREET SHIP CO., LIMITED**—Petn for winding up, presented Aug 19, directed to be heard on Oct 13. Markby & Co, Coleman st, solors for the petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 13

**PICCADILLY HOTEL, LIMITED**—Petn for winding up, presented Sept 16, directed to be heard on Oct 13. Willis & Willis, Chancery Ln, solors for the petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 13

**SIMPLEX ENGINEERING CO., LIMITED**—Creditors are required, on or before Oct 14, to send their names and addresses, and the particulars of their debts or claims, to Arthur Whitaker, 3, York st, Manchester, liquidator

**SUSSEX MOTOR ROAD CAR CO., LIMITED**—Petn for winding up, presented Sept 14, directed to be heard at the Court House, Church st, Brighton, on Oct 6, at 12. J B & F Purchase, Regent st, solors for petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 6

**SILVERSTEIN HIPPODROMES SYNDICATE, LIMITED**—Creditors are required, on or before Oct 30, to send their names and addresses, and the particulars of their debts or claims, to Howard Butten, 49, Queen Victoria st. Taylor & Co, St James st, Bedford row, solors for liquidator

*London Gazette*.—TUESDAY, SEPT. 22.  
JOINT STOCK COMPANIES.

**BRITISH UNITED ASSURANCE CORPORATION, LIMITED**—Petn for winding up, presented Sept 16, to be heard before the Vacation Judge on Sept 30. Whites & Co, 29, Budge row, for Emerson, Norwich, solors for the petners. Notice of appearing must reach the above named not later 6 o'clock in the afternoon of Sept 29

**FELT & MORGAN, LIMITED**—Petn for winding up, presented Sept 18, directed to be heard at the Court House, London rd, King's Lynn, on Oct 7, at 10. Badler, King's Lynn, solors for petners; London agents, Cameron & Co, Gresham House, Old Broad st. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 6

**SEED TAYLOR & CO., LIMITED**—Creditors are required, on or before Nov 3, to send their names and addresses, and the particulars of their debts or claims, to Percy Higson, 48, Spring gardens, Manchester

**SYMOS & CO., LIMITED**—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to William George Jefferys, 95, Coleman st, liquidator. Wansley & Co, Moorgate st, solors for liquidator

**VICTORIA HALL CO (READING), LIMITED**—Creditors are required, on or before Oct 10, to send their names and addresses, and particulars of their debts or claims, to Denys Eginton, 150, Friar st, Reading, liquidator

## Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

*London Gazette*.—TUESDAY, SEPT. 15.

**ASHFORD, JOSEPH**, Leathwaite rd, Clapham Common Nov 1 Todd & Co, Chancery Ln  
**BEDFORD, CAROLINE MATILDA BEADLE**, Addiscombe, Croydon Oct 24 Emanuel & Simmonds, Finsbury Circus

**BEDFORD, WILLIAM VINN BEADLE**, Addiscombe, Croydon, Doctor Oct 24 Emanuel & Simmonds, Finsbury Circus

**BRADFORD, Captain BARTON MOSE, RN**, Padstow, Cornwall Oct 10 Whitford & Sons, St Columb, Cornwall

**RUSSELL, WILLIAM**, Birmingham Oct 15 Jaques & Sons, Birmingham

**BUTLER, ANN MARGARET**, Broadstairs Oct 21 Morgan & Co, Holborn viaduct

**CHAPMAN, MARY ANN MARGARET**, Marworth, Bucks Oct 15 Vaisey, Tring

**CHATTAWAY, JOSEPH**, King's Coughton, Alcester, Warwick Oct 6 Scott & Holyoake, Alcester

**CLARKE, JOSEPH**, Nailsworth, Glos, Brewer Oct 19 G B & A M Smith, Nailsworth

**CORRELL, ELIZABETH**, Tolcarne Merrock, St Mawgan in Pydar, Cornwall Oct 10 Whitford & Sons, St Columb, Cornwall

**COPLAND, WILLIAM FOWLER**, Mountford, JP, St Leonards on Sea, Sussex Dec 1 Padlock & Sons, Hanley, Staffs

**COPLAND, ANNE**, Lincoln Nov 1 Danby & Epton, Lincoln

**DUCKWORTH, CAROLINE**, Overton on Dee, Flint Oct 14 Bromley & Hyde, Ashton under Lyde

**EDARD, FENELONE MARY**, Bournemouth Oct 15 Hewitt & Co, Leadenhall st

**FIELDER, LAURA MARY**, Leatherhead Oct 14 Nicholl & Co, Howard st, Strand

**FRANCIS, WARREN**, Upper Richmond rd, Putney Oct 21 Lewin & Co, Southampton st, Strand

**HARDING, WILLIAM**, Bristol, Baker Oct 20 Watkins, Bristol

**HEWITT, WILLIAM**, Matfield, Brunchley, Kent Oct 9 Bum, Tunbridge Wells

**HICKSON, THOMAS**, Liverpool, Outfitter Oct 15 Rudd, Liverpool

**HUTCHINSON, ELIZA MORRISON**, Phillimore gds, Kensington Oct 31 Bromley, Blomfield & Kershaw, Alice MARGARET, Pennaenmawr, Carnarvon Oct 30 Carter & Co, Bangor

**MIDDLETON, ROBERT**, Whalley Range, Manchester Oct 24 Jones, Manchester

**MORGAN, ELIZA EMILY**, Fishponds, Bristol Oct 31 Broad & Lewis, Bristol

**MORGAN, JONAH JOHN**, Bexley, Kent Oct 31 Marriott, St John's hill, New Wandsworth

**MORGAN, WILLIAM MARTIN**, Banbury, Oxford, Furniture Dealer Oct 12 Apin & Co, Banbury

**PEARSON, RICHARD**, Ivybridge, Devon Oct 31 Collyer-Bristow & Co, Bedford row

**POTTON, HANNAH STRATTON**, Handel st, Brunswick sq Oct 31 Emmet & Co, Bloomsbury sq



POWELL, BENJAMIN LAMBE, Chard, Somerset, Surgeon Sept 29 Thomas & Reads, Chard  
 SHAW, REV DANIEL, Alsager, Chester Oct 24 Trafford & Cook, Northwich  
 SHONE, CHARLOTTE, Overton on Doe, Flint Oct 14 Bromley & Hyde, Ashton under Lyne  
 SMITH, ELLIOT, Heaton Moor, Manchester Oct 6 Pease, Manchester  
 SMITH, WILLIAM PATRICK, Lichfield, Staffs. Oct 10 Smith & Sons, Walsall  
 STEWARD, EVELYN MARY, Leamington, Warwick Oct 7 Wright & Co, Leamington  
 TAYLOR, EDWIN WALTER, Hove, Sussex Oct 1 Mills, Chancery Ln  
 TOYE, SAMUEL, Clapton Common Oct 26 Sandom, Monument st  
 TURNER, SARAH LOVELL, Gillingham, Kent Oct 12 Wood & McLellan, Chatham  
 VINCENT, ALFRED, Abbey Wood, Kent Oct 15 Habershon & Co, Woolwich  
 WEST, MARY HELEN, Cecil rd, Muswell Hill Oct 10 Kimber & Co, Old Jewry  
 WILLIAMSON, MARY, Brassay Green, Tiverton, nr Tarporey, Chester Oct 18 Bate,  
 Chester  
 WOOD, ELIZABETH, Southport, Lanes Oct 1 Wilmot & Hodges, Southport  
 London Gazette.—FRIDAY, Sept. 18.  
 AYRES, JAMES, Heaton Moor, Lanes Oct 30 Minor, Manchester  
 BARTON, ANNE, Howarth rd, South Norwood Oct 30 Colmore & Monckton, Birmingham  
 BELL, FRANCES, Thorne, Yorks Oct 21 Kenyon & Son, Thorne, via Doncaster  
 BINGHAM, MARY, Merton, Notts Oct 31 Jones & Wells, East Retford, Notts  
 BOCKING, HENRY WILLIAM, Thornwood, nr Epping, Essex, Lincoln Dealer Oct 24  
 Creed, Epsom  
 BOSTON, ANNE, Leamington Nov 1 Wright & Co, Leamington  
 BROWNHOOD, WILLIAM FRANCIS, Didsbury, Manchester, Commercial Clerk March 17 Bell  
 & Co, Queen Victoria st  
 CARTER, RICHARD, King's rd, Chelsea Oct 19 Tatham & Lonsdale, Old Broad st  
 CONNOR, EMMA, Peabody bldgs, Stamford st Nov 3 Mundell, Goddard  
 CROSS, WILLIAM, MD, JP, Liverpool Oct 10 Gregson & Sharman, Liverpool  
 DEICHMANN, CARL AUGUST, Guildford st, Russell sq Sept 29 Salaman & Co, London  
 wall  
 DEPREZ, MAGDELEINE CHERIE, Fellows rd, South Hampstead Oct 31 Travers-Smith &  
 Co, Throgmorton av  
 DOCKINGS, MARY ANN, Fulver Croft, Fock, Cornwall Oct 10 Dobell, Tyuro  
 FLETCHER, ISAAC, Frizington, Cumberland, Iron Ore Master Oct 31 Brookbank & Co,  
 Whitehaven  
 FORD, THOMAS, Monewden, Suffolk, Farmer Oct 21 Welton, Woodbridge, Suffolk

FORREST, JOHN ALFRED, Ashton on Ribble, Preston, Bank Cashier Oct 19 Willan,  
 Preston  
 FOSTER, CHARLOTTE FRANCES, Norwich Oct 31 Worlledge, Great Yarmouth  
 FOSTER, GEORGE, Northampton, Grocer Oct 31 Dennis & Faulker, Northampton  
 GREGORY, FRANCES ANNE, Hurst Green, Sussex Oct 24 Lovin & Co, The Sanctuary,  
 Westminster  
 GRUNDY, ADAM, Astley, Lanes, Farmer Oct 15 Marsh & Co, Leigh, Lanes  
 HAMMETT, HARRIETT, Hereford Oct 24 Earle, Hereford  
 HARRIS, MARGARET, Haverfordwest Oct 16 Baton & Co, Haverfordwest  
 HERRERT, SOPHIA GERALDINE, Tunbridge Wells Oct 16 Dimond & Son, Walbeck to  
 HERTWIST, MARY ANN, Headingley, Leeds Oct 18 Watson & Co, Newcastle upon  
 Tyne  
 HODGSON, JACOB, Bishop Auckland, Durham Oct 19 Trotter & Co, Bishop Auckland  
 JOHNSTON, MARY BRIDGET, Widcombe, Bath Oct 31 Harrison & Powell, Raymond bldg,  
 Gray's Inn  
 KING, ALFRED, Byker, Newcastle upon Tyne, Commissionaire Oct 31 WJS & JAS  
 Scott, Newcastle upon Tyne  
 LAMMING, AMELIA, Ashbrook rd, Upper Holloway Oct 30 Newton & Co, Moorevale st  
 LEE, WILLIAMSON, Accrington, Grocer Oct 31 Prouhaston & Broughton, Accrington  
 LOCKE, MARIA, Macclesfield Oct 25 Barclay & Co, Macclesfield  
 LYLE, ROBERT, Leadenhall st Oct 21 Flux & Co, East India av  
 MAIRWOOD, ANN ELIZA, Waverley, Liverpool Oct 19 Lamb & Co, Liverpool  
 MERRIN, ALFRED JOHN, Walsanton, Staffs, Earthenware Manufacturer Oct 26 Chester  
 & Co, Bedford row  
 NEWMAN, CHARLOTTE, Gorleston, Suffolk Oct 31 Wiltshire & Sons, South Quay, Great  
 Yarmouth  
 O'NEILL JOHN, Burmanthorpe, Leeds, Physician Oct 18 Weldon, Leeds  
 POLLARD, ROBERT, Darville rd, Stoke Newington Oct 31 Westlake, Oxford at  
 PRICE, ANN, Hereford, Saddler Oct 24 Earle, Hereford  
 SILVERSIDES, JOSEPH, Hammettswaite, York, Farmer Oct 14 Kirby & Son, Harrogate  
 SMITH, THOMAS FENWICK SIMMONS, Blyth, Northumberland Oct 23 Brown, jun, New-  
 castle upon Tyne  
 THORPSCROFT, THOMAS, South Yardley, Birmingham, Gardener Oct 20 Egginton,  
 Birmingham  
 TYRRELL, ELIZA, Norwich Oct 14 Stratford, Norwich  
 WORSWICK, LUKE, Golborne, Lanes Oct 9 Bridge, Wigan

## Bankruptcy Notices.

London Gazette.—FRIDAY, Sept. 18.

### RECEIVING ORDERS.

BAILEY, GEORGE LESLIE, Attcliffe, Sheffield, Butcher  
 Sheffield Pet Sept 18 Ord Sept 14  
 BARNES, JOHN, Reddish, Lanes, Greengrocer Stockport  
 Pet Sept 14 Ord Sept 14  
 BRADLEY, JOHN GEORGE, Durham, Contractor Newcastle  
 on Tyne Pet Sept 15 Ord Sept 15  
 BRADSHAW, JOHN LEE, Birkdale, Lanes, Hay Merchant  
 Liverpool Pet Sept 14 Ord Sept 14  
 BREWSTER, JOHN JAMES, Jarrow, Durham, Painter Newcastle  
 on Tyne Pet Sept 14 Ord Sept 14  
 COLES, ALLEN, Bradford, Fruit Merchant Bradford Pet  
 Sept 16 Ord Sept 16  
 COPPING, WILLIAM, Cuckfield, Sussex, Tailor Brighton  
 Pet Sept 14 Ord Sept 14  
 COVELL, ALLAN WILLIAM, Dora rd, Wimbledon Exeter  
 Pet Sept 16 Ord Sept 16  
 COX, FREDERICK WILLIAM, Frome, Somerset, Miller Frome  
 Pet Sept 16 Ord Sept 16  
 COXALL, HERBERT FREDERICK, Buxton, Derby, Grocer  
 Cheshamford Pet Aug 5 Ord Sept 14  
 DUGDALE, CHARLES HERBERT, Blackburn, Hosier Blackburn  
 Pet Sept 15 Ord Sept 15  
 ECCLESTONE, JOHN THOMAS, Spital, Chesterfield, Nursery-  
 man Chesterfield Pet Sept 16 Ord Sept 16  
 EDWARDS, WALTER, Tiverton, Devons, Tobaccoist  
 Exeter Pet Sept 16 Ord Sept 16  
 EVANS, GRIFFITH, Nyffyn, Llanysteyn, Carnarvon,  
 Farmer Portmadoc Pet Sept 16 Ord Sept 16  
 EVANS, JOHN LLOYD, Gracechurch st, Hosier High Court  
 Pet Sept 16 Ord Sept 16  
 FERRER, CHARLES JOHN, Thornaby on Tees, Yorks, Publi-  
 can Stockton on Tees Pet Sept 14 Ord Sept 14  
 FRY, CATHERINE, Hoyle, Cheshire, Cycle Dealer  
 Birkhead Pet Aug 19 Ord Sept 15  
 GERBER, ROBERT, Peterborough, Blacksmith Peterborough  
 Pet Sept 15 Ord Sept 15  
 HARRIS, WILLIAM, Skewen, nr North, Glam, Collier Aber-  
 avon Pet Sept 18 Ord Sept 16  
 HOPKINS, ROBERT REES, Treherbert, Glam, Butcher  
 Pontyfridd Pet Sept 16 Ord Sept 16  
 INGRAM, WILLIAM, Aston Manor, Warwick, Grocer  
 Birmingham Pet Sept 14 Ord Sept 14  
 IRVING, WILLIAM ROBERT, Blackwell rd, nr Carlisle  
 Builder Carlisle Pet Sept 8 Ord Sept 16

JOHNSON, HENRY, Hull, Draper Kingston on Hull Pet  
 Sept 10 Ord Sept 15  
 LLOYD, WILLIAM, Cefn Ucha Ffrin, Pontnewvaughan,  
 Glam, Farmer Aberystwyth Pet Sept 16 Ord Sept 16  
 MORGAN, GRIFITH THOMAS, Pontypool, Mon, Cycle Dealer  
 Newport, Mon Pet Sept 2 Ord Sept 15  
 MOSTYN, ROBERT, Ruthin, Denbigh, Watchmaker Wrexham  
 Pet Sept 15 Ord Sept 15  
 OWEN, JOHN, Trallwn, Pontnewydd, Glam, Grocer Ponty-  
 fridd Pet Sept 16 Ord Sept 16  
 PIDDINGTON, FRANCIS GLANVILLE, Christchurch, Hants, Baker  
 Poole Pet Sept 16 Ord Sept 16  
 PIRNS, MAURICE, Leeds, Printer Leeds Pet Sept 15 Ord  
 Sept 15  
 PURKINS, FENNET EDWIN, Rhos on Sea, Denbigh, Tobacco-  
 nist Bangor Pet Sept 15 Ord Sept 15  
 REDDERER, ADOLF, Bedford High Court Pet Aug 14  
 Ord Sept 16  
 SLESS, THOMAS, Eden grove, Holloway High Court Pet  
 Aug 27 Ord Sept 16  
 SMITH, CHARLES HAROLD, and HARRY CHARLES STANLEY  
 MATTHEWS, Balsall Heath, Birmingham, Art Metal  
 Workers Birmingham Pet Sept 15 Ord Sept 15  
 STEWARD, JOHN, Rainhill, Lanes, Brooch Maker's Journey-  
 man Liverpool Pet Sept 14 Ord Sept 14  
 TURNBULL, JOHN SANDERSON, Blackhall Mill, nr Ebechester,  
 Durham, General Dealer Newcastle on Tyne Pet  
 Sept 14 Ord Sept 14  
 WELCHER, HENRY, Ashley, New Milton, Southampton,  
 Builder Southampton Pet Sept 16 Ord Sept 16  
 WHITE, DOUGLAS WILLIAM, Asen, Warwick, Baker Bir-  
 mingham Pet Sept 15 Ord Sept 15  
 WILLIAMSON, JAMES ROSS, Goodivies, Ilford, Essex,  
 Manufacturer's Agent Chelmsford Pet Sept 14 Ord  
 Sept 14  
 WILMOTT, LOUIS, Berners mews, Oxford st High Court  
 Pet Sept 14 Ord Aug 28  
 WILSON, JOHN FRANCIS WATERHOUSE, Redent, Yorks,  
 Bone Dealer Bradford Pet Sept 16 Ord Sept 16  
 WILSON, THOMAS, Derby, Butcher Derby Pet Sept 15  
 Ord Sept 15  
 WINDSOR, WILLIAM HENRY, Coventry, Grocer Coventry  
 Pet Sept 14 Ord Sept 14  
 WOOD, STANLEY ROBERT EDWARD, Cardiff, Newsagent  
 Cardiff Pet Sept 15 Ord Sept 15

### FIRST MEETINGS.

ARMSTRONG, WILLIAM, Bodmin, Granite Merchant Sept 28  
 at 12 Off Rec, Boscawen st, Tyuro  
 BERRY, HARRY, Sale, Cheshire, Collector Sept 26 at 11 Off  
 Rec, Byrom st, Manchester

BRADLEY, JOHN GEORGE, Consett, Durham, Contractor  
 Sept 28 at 2 County Court, Westgate rd, Newcastle on  
 Tyne  
 BREWSTER, JOHN JAMES, Jarrow, Durham, Painter Sept 26 at  
 11 Off Rec, 30, Mosley st, Newcastle on Tyne  
 BYWORTH, WILLIAM, Wymington, Methwold, Norfolk  
 Farmer Oct 1 at 2.45 Court House, King's Lynn  
 COLES, ALLEN, Bradford, Fruit Merchant Sept 26 at 11  
 Off Rec, 12, Duke st, Bradford  
 COPPING, WILLIAM, Cuckfield, Tailor Oct 1 at 10 Off Rec,  
 4, Pavilion bldg, Brighton  
 DAVIES, DAVID, Gwanacogurwen, Llanguick, Glam,  
 Colliery Timberman Sept 26 at 12 Off Rec, 31,  
 Alexandra rd, Swansea  
 DAVIS, FRANK BENJAMIN, Swindon, Seodman Sept 28 at 11  
 Off Rec, 38, Regent circus, Swindon  
 EMMETT, HENRY, Aston, Warwick, Tailor Sept 29 at 12  
 191, Corporation st, Birmingham  
 EVANS, JOHN LLOYD, Gracechurch st, Hosier Sept 29 at 12  
 Bankruptcy bldg, Carey st  
 HAWKINS, THOMAS, Birmingham, Jobmaster Sept 29 at  
 11.30 191, Corporation st, Birmingham  
 HOLDEN, THOMAS RICHARDSON, Manchester, Mill Furnisher  
 Sept 28 at 3 10, Exchange st, Bolton  
 LACKY, JOSEPH CHARLES, Eastbourne, Builder Sept 29 at  
 1.30 County Court Office, Seaside rd, Eastbourne  
 MARSHALL, FRED, Sutton, Yorks Sept 26 at 11 Off Rec,  
 York City Bank chambers, Lowgate, Hull  
 NICHOLSON, JOHN ARTHUR, Grange over Sands, Lanes  
 Sept 29 at 12 Off Rec, The Red House, Duncombe pl,  
 York  
 PERKS, MAURICE, Leeds, Printer Sept 29 at 11 Off Rec, 24  
 Bond st, Leeds  
 REDDERER, ADOLF, Bedford Sept 29 at 1 Bankruptcy,  
 bldg, Carey st  
 SHERBROOK, ARTHUR, Brighton, Stockbroker Oct 1 at 10.15  
 Off Rec, 4, Pavilion bldg, Brighton  
 SILVERT, THOMAS, Elton grove, Holloway Sept 28 at 12  
 Bankruptcy bldg, Carey st  
 SMITH, HENRY WOODS, Bourneville, Worcester, Grocer  
 Sept 29 at 11.30 191, Corporation st, Birmingham  
 SMITH, WALTER, Burnley, Fish Dealer Sept 26 at 11 Off  
 Rec, 13, Winkley st, Preston  
 TUGGATE, JOHN, Ramham, nr Pilby, Norfolk, Fisherman  
 Sept 26 at 12.30 Off Rec, 8, King st, Norwich  
 TURNBULL, JOHN SANDERSON, Blackhall Mill, nr Ebechester,  
 Durham, General Dealer Sept 28 at 11 Off Rec, 30,  
 Mosley st, Newcastle on Tyne  
 WILMOTT, LOUIS, Berners mews, Oxford at Sept 28 at 11  
 Bankruptcy bldg, Carey st

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

**X SPECIALISTS IN ALL LICENSING MATTERS. X**  
 630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

WILSON, JOHN FRANCIS WATERHOUSE, Redcar, Yorks, Bone Dealer Sept 29 at 11 Off Rec, 12, Duke st, Bradford  
 WRIGHT, SAMUEL CHARTER, Christchurch, nr Wisbech, Cambridge, Grocer Sept 28 at 12.30 Off Rec, 8, King st, Norwich

## ADJUDICATIONS.

BAILEY, GEORGE LESLIE, Attercliffe, Sheffield, Butcher Sheffield Pet Sept 1 Ord Sept 15  
 BARNES, JOHN, Reddish, Lancs, Greengrocer Stockport Pet Sept 14 Ord Sept 14  
 BRADLEY, JOHN GEORGE, Consett, Durham, Contractor Newcastle on Tyne Pet Sept 15 Ord Sept 15  
 BRADSHAW, JOHN LEE, Birkdale, Lancs, Hay Merchant Liverpool Pet Sept 14 Ord Sept 14  
 BREWIS, JOHN JAMES, Jarrow, Durham, Painter Newcastle on Tyne Pet Sept 14 Ord Sept 14  
 CLARK, ARNOLD WILLIAM, Farnham, Hants, Wine Merchant Portsmouth Pet Feb 26 Ord Mar 26  
 COHEN, ABRAHAM, Basinghall st, Merchant High Court Pet Aug 18 Ord Sept 14  
 COLES, ALLEN, Bradford, Fruit Merchant Bradford Pet Sept 16 Ord Sept 16  
 COPPING, WILLIAM, Cuckfield, Tailor Brighton Pet Sept 14 Ord Sept 14  
 COVER, ALLAN WILLIAM, Dora rd, Wimbledon Exeter Pet Sept 16 Ord Sept 16  
 COX, FREDERICK WILLIAM, Frome, Somerset, Miller Frome Pet Sept 16 Ord Sept 16  
 DUODALE, CHARLES HERBERT, Blackburn, Hosier Blackburn Pet Sept 15 Ord Sept 15  
 ECCLESTONE, JOHN THOMAS, Spital, Chesterfield, Nurseryman Chesterfield Pet Sept 16 Ord Sept 16  
 EDWARDS, WALTER, Tiverton, Devon, Tobacconist Exeter Pet Sept 16 Ord Sept 16  
 EVANS, GRIFFITH, Nyffryn, Llaniestyn, Carnarvon, Farmer Portmadoc Pet Sept 16 Ord Sept 16  
 EVANS, JOHN LEVY, Groveschurch st, Hosier High Court Pet Sept 16 Ord Sept 16  
 FENNER, CHARLES JOHN, Thornaby on Tees, Yorks, Publican Stockton on Tees Pet Sept 14 Ord Sept 14  
 GARR, FREDERICK, Brighton, Dairyman Brighton Pet Sept 10 Ord Sept 14  
 GRIMMER, ROBERT, Peterborough, Blacksmith Peterborough Pet Sept 15 Ord Sept 15  
 HARRIS, GUY, Station approach, Brixton, Jeweller High Court Pet July 28 Ord Sept 14  
 HARRIS, WILLIAM, Skewon, nr Neath, Glam, Collier Neath Pet Sept 16 Ord Sept 16  
 HILL, ERNEST, Wool Exchange, Tobacco Dealer High Court Pet July 13 Ord Sept 15  
 HOPKINS, ROBERT REES, Treherbert, Glam, Butcher Pontypridd Pet Sept 16 Ord Sept 16  
 INGRAM, WILLIAM, Aston Manor, Warwick, Grocer Birmingham Pet Sept 14 Ord Sept 14  
 JOHNSON, HENRY, Hull, Draper Kingston upon Hull Pet Sept 10 Ord Sept 15  
 KIRBY, FREDERICK HALL, Devonshire ter, Regent's Park High Court Pet April 1 Ord Sept 16  
 LLOYD, WILLIAM, Cefn Ucha Farm, Pontneathvaughan, Glam, Farmer Neath Pet Sept 16 Ord Sept 16  
 LUNA, JOHN, Rochdale, Cycle Dealer Rochdale Pet Sept 2 Ord Sept 16  
 MAYES, JOSEPH WILLIAM, and THOMAS HENRY YOUNG, Woking Village, Surrey, Butchers Guildford Pet Aug 13 Ord Sept 15  
 MEW, HENRY ALEXANDER, Upper Parkstone, Dorset, Upholsterer Poole Pet Aug 17 Ord Sept 14  
 MOSTYN, ROBERT, Ruthin, Denbigh, Watchmaker Wrexham Pet Sept 15 Ord Sept 15  
 OWEN, JOHN, Trallwn, Pontypridd, Glam, Grocer Pontypridd Pet Sept 16 Ord Sept 16  
 PACKWOOD, ALFRED EDWARD, Lower Edmonton, Baker Edmonton Pet Sept 9 Ord Sept 12  
 PIDDINGTON, FRANCIS GLANVILL, Christchurch, Hants, Baker Poole Pet Sept 16 Ord Sept 16  
 PHRIS, MAURICE, Leeds, Printer Leeds Pet Sept 15 Ord Sept 15  
 PURKINS, ERNEST EDWIN, Rhos on Sea, Denbigh, Tobacconist Bangor Pet Sept 15 Ord Sept 15  
 SMITH, CHARLES HANOLD, and HARRY CHARLES STANLEY MATTHEWS, Ballall Heath, Birmingham, Art Metal Workers Birmingham Pet Sept 15 Ord Sept 15  
 STEWARD, JOHN, Rainhill, Brooch Maker's Journeyman Liverpool Pet Sept 14 Ord Sept 14  
 TUTT, CHARLES GEORGE, Brimsdown, Enfield Edmonton Pet July 18 Ord Sept 14  
 WAINES, ISABEL, Chickland st, Brick in, Furrer High Court Pet July 28 Ord Sept 14  
 WHITCHER, HERBERT, Ashley, New Milton, Southampton, Builder Southampton Pet Sept 16 Ord Sept 16  
 WHITE, DOUGLAS WILLIAM, Aston, Warwick, Baker Birmingham Pet Sept 15 Ord Sept 15  
 WILLIAMSON, JAMES ROSS, Goodmayes, Iford, Essex, Manufacturer's Agent Chelmsford Pet Sept 14 Ord Sept 14  
 WILSON, JOHN FRANCIS WATERHOUSE, Redcar, Yorks, Bone Dealer Bradford Pet Sept 16 Ord Sept 16  
 WILSON, THOMAS, Derby, Butcher Derby Pet Sept 15 Ord Sept 15  
 WINDSOR, WILLIAM HENRY, Coventry, Grocer Coventry Pet Sept 14 Ord Sept 14  
 WOOD, STANLEY ROBERT EDWARD, Cardiff, Newsagent Cardiff Pet Sept 15 Ord Sept 15

ADJUDICATIONS ANNULLED, RECEIVING ORDERS RESCINDED, AND PETITIONS DISMISSED.

CHARLESWORTH, WILLIAM, Hawkhurst, nr Axminster, Devon High Court Rec Ord Jan 3, 1908 Adjud Feb 7, 1908 Rec, Annul, and Dis Pet Sept 14, 1908

GROVER, SYDNEY, South st, Finsbury, Timber Merchant High Court Rec Ord Sept 28, 1904 Adjud Oct 29, 1904 Rec, Annul, and Dis Pet Aug 28, 1908

HARDY, HENRY SPENCER SCOTT, St. James' sq, Lieutenant High Court Rec Ord Nov 10, 1900 Adjud Nov 24, 1909 Rec, Annul, and Dis Pet Sept 14, 1908

London Gazette.—TUESDAY, Sept. 22.

RECEIVING ORDERS.

BIDDICK, FRANK, Okehampton, Devon, Butcher Plymouth Pet Sept 19 Ord Sept 19

BROWN, EDWARD WILLIAM, Southend on Sea, Artist's Colours Chelmsford Pet Sept 17 Ord Sept 17  
 BUTLER, HARRY, Hull, Accountant's Clerk Kingston upon Hull Pet Sept 1 Ord Sept 17  
 CARTER, JAMES, Longstreet, Enford, Wilts, Baker Bath Pet Sept 18 Ord Sept 18  
 CAUTER, ERNEST HENRY, Paignton, Builder Plymouth Pet Sept 17 Ord Sept 17  
 COXSHALL, JOHN, Jun, Huddesdon, Herts, Farmer Hertford Pet Aug 26 Ord Sept 16  
 CRAVEN, EDWARD, and GEORGE CRAVEN, Leeds, Steel Founders Leeds Pet Sept 18 Ord Sept 18  
 DAY, CHARLES EDWIN, Market st, Droyloden, Lancs, Milliner Ashton under Lyne Pet Sept 18 Ord Sept 18  
 DAY, GEORGE, Bedminster, Bristol, Grocer Bristol Pet Sept 18 Ord Sept 18  
 DRAKE, GEORGE ARTHUR, Leicester, Furniture Broker Leicester Pet Sept 17 Ord Sept 17  
 DUDLEY, EDWARD, Eastbourne, Greengrocer Eastbourne Pet Sept 19 Ord Sept 19  
 EARLE, EDWARD DENNIS, South pl, Surbiton, Surrey High Court Pet June 22 Ord Sept 18  
 GONVILLE, CYRIL HERBERT KOZELSKI, Buckhurst Hill, Commercial Traveller Edmonton Pet Sept 17 Ord Sept 17  
 GOS, SIDNEY F, New Bond st High Court Pet Sept 2 Ord Sept 15  
 HEMINGWAY, HERBERT, Leeds, Painter Leeds Pet Sept 17 Ord Sept 17  
 HINES, AUGUSTINE, Worcester, Grocer Worcester Pet Sept 18 Ord Sept 18  
 HODGES, FRANK, Oakworth, nr Keighley, Yorks, Grocer Bradford Pet Sept 19 Ord Sept 19  
 HOLLINGSWORTH, WILLIAM CLARENCE, Coventry, Butcher Coventry Pet Sept 17 Ord Sept 17  
 JOHNSON, ARTHUR ERNEST, Merton, Durham, Farmer Durham Pet Sept 18 Ord Sept 18  
 JONES, DAVID, Carmarthen, Tailor Carmarthen Pet Sept 19 Ord Sept 19  
 KENNY, FRANK, Liverpool, Coal Merchant Liverpool Pet Aug 8 Ord Sept 18  
 KENWORTHY, WILLIAM HENRY, Upper Hackney, Darley Dale, Derby Derby Pet Sept 16 Ord Sept 16  
 LUXFORD, THOMAS, Merthyr Tydfil, Baker Merthyr Tydfil Pet Sept 9 Ord Sept 18  
 POKER, WALTER, Bristol, Land Agent Bristol Pet Sept 17 Ord Sept 17  
 RANSON, ALFRED JAMES, Gloucester, Chorister Gloucester Pet Sept 19 Ord Sept 19  
 ROGAN, JOHN, Westcliff on Sea, Tailor High Court Pet Aug 15 Ord Sept 11  
 RUMFORD, WILLIAM, Scarborough, Fruit Merchant Scarborough Pet Sept 18 Ord Sept 18  
 SCHWARTZ, SYDNEY, Southport, Picture Dealer Liverpool Pet July 30 Ord Sept 18  
 SHERMAN, JACOB, Victoria dwings, Clerkenwell, Farmer High Court Pet Sept 18 Ord Sept 18  
 SMITH, CHARLES AUGUSTUS, Palace parade, Priory rd, Hornsey, Baker High Court Pet Sept 18 Ord Sept 18  
 SMITH-HERZ, HENRY GEORGE, Thornbury, Devon Barnstaple Pet Sept 18 Ord Sept 18  
 TESSIE, MARTHA JANE, Oldham, Lodging House Keeper Oldham Pet Sept 18 Ord Sept 18  
 WALTERS, WILLIAM JOHN, Woolstone, nr Cheltenham, Farmer Cheltenham Pet Sept 18 Ord Sept 18

## FIRST MEETINGS.

BAILEY, GEORGE LESLIE, Attercliffe, Sheffield, Butcher Oct 1 at 12 Off Rec, Figgies in, Sheffield  
 BRADSHAW, JOHN LEE, Birkdale, Lancs, Hay Merchant Sept 30 at 11.30 Off Rec, 35, Victoria st, Liverpool  
 CHARNER, HARRY, Blackburn, Builder Sept 30 at 11.30 County Court house, Blackburn  
 COVER, ALLAN WILLIAM, Dora rd, Wimbledon Oct 1 at 10.30 Off Rec, 9, Bedford circus, Exeter  
 COX, FREDERICK WILLIAM, Feltham Mill, Frome, Somerset, Miller Sept 30 at 12 Off Rec, 26, Baldwin st, Bristol  
 CRAVEN, EDWARD, and GEORGE CRAVEN, Leeds, Steel Founders Oct 1 at 11 Off Rec, 24, Bond st, Leeds  
 CUMBERBIDE, HARRY NATHAN, Liverpool, Estate Broker Oct 1 at 11 Off Rec, 28, Victoria st, Liverpool  
 DAY, GEORGE, Bedminster, Bristol, Grocer Sept 30 at 11.45 Off Rec, 26, Baldwin st, Bristol  
 DRAKE, GEORGE ARTHUR, Leicester, Furniture Broker Sept 30 at 12 Off Rec, 1, Berridge st, Leicester  
 DUODALE, CHARLES HERBERT, Blackburn, Hosier Sept 30 at 11.45 County Court house, Blackburn  
 EARLE, EDWARD DENNIS, Surbiton Oct 2 at 12 Bankruptcy bldg, Carey st  
 EDWARDS, WALTER, Tiverton, Devon, Tobacconist Oct 1 at 10.30 Off Rec, 9, Bedford circus, Exeter  
 EVANS, GRIFFITH, Nyffryn, Llaniestyn, Carnarvon, Farmer Sept 30 at 2.30 Tower Hotel, Fwellbri  
 FENNER, CHARLES JOHN, Thornaby on Tees, Yorks, Publican Sept 30 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough  
 GOS, SIDNEY F, New Bond st Oct 1 at 11 Bankruptcy bldg, Carey st  
 HEMINGWAY, HERBERT, Leeds, Painter Sept 30 at 11 Off Rec, 24, Bond st, Leeds  
 HOLLINGSWORTH, WILLIAM CLARENCE, Coventry, Butcher Sept 30 at 11 Off Rec, 8, High st, Coventry  
 HOPKINS, ROBERT REES, Treherbert, Glam, Butcher Oct 1 at 11.15 Off Rec, Post Office chmbrs, Pontypridd  
 INGRAM, WILLIAM, Aston Manor, Warwick, Grocer Oct 1 at 11.30 191, Corporation st, Birmingham  
 JOHNSON, HENRY, Hull, Draper Sept 30 at 3 Off Rec, York City Bank chmbrs, Lowgate, Hull  
 KINGSWELL, CLERMONT EDWARD, Ventnor, Contractor Sept 30 at 12.15 Off Rec, 33A, Holyrood st, Newport, Isle of Wight  
 LUNA, JOHN, Rochdale, Cycle Dealer Oct 2 at 11.15 Fownhall, Rochdale  
 MAROVITCH, CLARA, Chesham, Manchester, Grocer Sept 30 at 3 Off Rec, Byron st, Manchester  
 OWEN, JOHN, Trallwn, Pontypridd, Glam, Grocer Oct 1 at 10.30 Off Rec, Post Office, c. mbrs, Pontypridd

PIDDINGTON, FRANCIS GLANVILL, Christchurch, Hants, Baker Sept 30 at 3 Off Rec, Curtis & Son, 156, Old Christchurch rd, Bournemouth  
 PORTER, WALTER, Bristol, Land Agent Sept 30 at 11.30 Off Rec, 26, Baldwin st, Bristol  
 ROGAN, JOHN, Westcliff on Sea, Essex, Tailor Oct 1 at 12 Bankruptcy bldg, Carey st  
 RUMFORD, WILLIAM, Scarborough, Fruit Merchant Oct 2 at 4 Off Rec, 48, Westborough, Scarborough  
 SHERMAN, JACOB, Victoria dwings, Clerkenwell, Farmer Sept 30 at 11 Bankruptcy bldg, Carey st  
 SMITH, CHARLES AUGUSTUS, Palace parade, Priory rd, Hornsey, Baker Sept 30 at 12 Bankruptcy bldg, Carey st  
 SMITH, CHARLES HENRY, Birmingham, Baker Oct 2 at 11.30 191, Corporation st, Birmingham  
 STEWARD, JOHN, Rainhill, Lancs, Brooch Maker's Journeyman Sept 30 at 11 Off Rec, 35, Victoria st, Liverpool  
 WHITE, DOUGLAS WILLIAM, Aston, Warwick, Baker Oct 2 at 12 191, Corporation st, Birmingham  
 WHITCHER, HERBERT, Ashley, New Milton, Southampton, Builder Sept 30 at 10.30 Off Rec, Midland Bank chmbrs, High st, Southampton  
 WILLIAMSON, JAMES ROSS, Goodmayes, Iford, Manufacturer's Agent Oct 1 at 12 14, Bedford row  
 WILSON, THOMAS, Derby, Butcher Sept 30 at 11 Off Rec, 47, Full st, Derby

## ADJUDICATIONS.

BIDDICK, FRANK, Okehampton, Devon, Butcher Plymouth Pet Sept 19 Ord Sept 19  
 BEAT, HARRY, Montserrat rd, Putney, Surveyor High Court Pet April 30 Ord Sept 12  
 BROWN, EDWARD WILLIAM, Southend on Sea, Artists' Colours Chelmsford Pet Sept 17 Ord Sept 17  
 CARTER, JAMES, Longstreet, Enford, Wilts, Baker Bath Pet Sept 18 Ord Sept 18  
 CAUTER, ERNEST HENRY, Paignton, Builder Plymouth Pet Sept 17 Ord Sept 17  
 COUSERS, EDWARD, Caxton House, Westminster High Court Pet July 3 Ord Sept 17  
 CRAVEN, EDWARD, and GEORGE CRAVEN, Leeds, Steel Founders Leeds Pet Sept 19 Ord Sept 18  
 DAY, CHARLES EDWIN, Market st, Droyloden, Milliner Ashton under Lyne Pet Sept 18 Ord Sept 18  
 DONNELLY, JAMES BRODICK, Queensborough terr, Hyde Park High Court Pet March 19 Ord Sept 18  
 DRAKE, GEORGE ARTHUR, Leicester, Furniture Broker Leicester Pet Sept 17 Ord Sept 17  
 DUDLEY, EDWARD, Eastbourne, Greengrocer Eastbourne Pet Sept 19 Ord Sept 19  
 GONVILLE, CYRIL HERBERT KOZELSKI, Buckhurst Hill, Commercial Traveller Edmonton Pet Sept 17 Ord Sept 17  
 HEMINGWAY, HERBERT, Leeds, Painter Leeds Pet Sept 17 Ord Sept 17  
 HIGBY, CHARLES, Claygate, Surrey, Builder Kingston, Surrey Pet Aug 13 Ord Sept 17  
 HINES, AUGUSTINE, Worcester, Grocer Worcester Pet Sept 18 Ord Sept 18  
 HODGES, FRANK, Oakworth, nr Keighley, Yorks, Grocer Bradford Pet Sept 19 Ord Sept 19  
 HOLLINGSWORTH, WILLIAM CLARENCE, Coventry, Butcher Coventry Pet Sept 17 Ord Sept 17  
 HOOPER, HENRY ALBION, Stroud, Glos, Cycle Dealer Gloucester Pet Aug 1 Ord Sept 19  
 HUNT, ALFRED, Woodseats, Sheffield, Builder Sheffield Pet Aug 12 Ord Sept 18  
 IRVING, WILLIAM ROBERT, Blackwell rd, nr Carlisle, Builder Carlisle Pet Sept 3 Ord Sept 18  
 JOHNSON, ARTHUR ERNEST, Merton, Co Durham, Farmer Durham Pet Sept 18 Ord Sept 18  
 JONES, DAVID, Carmarthen, Tailor Carmarthen Pet Sept 19 Ord Sept 19  
 KENWORTHY, WILLIAM HENRY, Upper Hackney, Darley Dale, Derby Derby Pet Sept 16 Ord Sept 16  
 LUXFORD, THOMAS, Merthyr Tydfil, Baker Merthyr Tydfil Pet Sept 9 Ord Sept 18  
 FAIRIST, WILLIAM HENRY, Doncaster, Grocer Sheffield Pet Aug 19 Ord Sept 18  
 RANSON, ALFRED JAMES, Gloucester, Chorister Gloucester Pet Sept 19 Ord Sept 19  
 RUMFORD, WILLIAM, Scarborough, Fruit Merchant Scarborough Pet Sept 18 Ord Sept 18  
 SHERMAN, JACOB, Victoria dwings, Clerkenwell, Farmer High Court Pet Sept 18 Ord Sept 18  
 SMITH, CHARLES AUGUSTUS, Palace parade, Priory rd, Hornsey, Baker High Court Pet Sept 18 Ord Sept 18  
 SMITH, CHARLES HENRY, Birmingham, Baker Birmingham Pet Aug 13 Ord Sept 17  
 SMITH-HERZ, HENRY GEORGE, Thornbury, Devon Barnstaple Pet Sept 18 Ord Sept 18  
 TURNBULL, JOHN SANDERSON, Blackball Mill, nr Ebechester, Durham, General Dealer Newcastle upon Tyne Pet Sept 14 Ord Sept 17  
 WALTERS, WILLIAM JOHN, Woolstone, nr Cheltenham, Farmer Cheltenham Pet Sept 18 Ord Sept 18  
 WILLMOTT, A. A. Horeham rd, Sussex, Publican Eastbourne Pet June 1 Ord Sept 19

## ADJUDICATION ANNULLED.

SINGHAR, WILLIAM HARRISON, Great Grimby, Journeyman Painter Great Grimby Adjud Nov 19, 1907 Annul Aug 20, 1908.

**MR. F. F. MONTAGUE, LL.B.**, continues to PREPARE for the SOLICITORS' FINAL and INTERMEDIATE EXAMINATIONS; payment by result. —Particulars on application, personally or by letter, at 2, Hare-court, Temple.

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**£80,000** ready for Good Mortgage Securities; North or Midlands preferred.—W. G. NAYLOR & Co., Mortgage Brokers, 174, South Castle-street, Liverpool.



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